



PARKING
FOR BALTIMORE CITY
AUTHORITY

Request for Proposals

A “CAR-SHARING” PROGRAM

For the City of

BALTIMORE, MARYLAND

Date: October 20, 2006

Prepared By: Baltimore City Parking Authority, Inc.

PROPOSALS DUE: November 30, 2006

PRE-PROPOSAL MEETING: November 3, 2006



October 20, 2006

To: All Interested Parties/Persons:

**re: Request For Proposal (“RFP”)
A “Car-Sharing” Program For the City of Baltimore, MD**

The Parking Authority of Baltimore City (“PABC”) hereby solicits written proposals from qualified firms or individuals to join with the PABC to implement a “car-sharing” program in the City of Baltimore, Maryland (the “City”). The specifications detailed herein are intended to obtain proposals outlining a relationship between the City and a private operator to develop, implement and manage a “car-sharing” program within the City.

If you have downloaded this RFP from the internet, it is important that you send an email or other written communication with contact information to the PABC so that your firm may be included in the mailing list for any addenda or other communication to potential Respondents.

The program scope, required and expected contents of a proposal, and the selection process are summarized in the RFP (attached). **Proposals must be received at the PABC offices no later than 2:00 pm. (EST), November 30, 2006. All responses must be sealed and have “Car-Sharing Program” clearly marked on the outside of the package. Please submit one original, eight (8) copies, and one electronic version (preferably in Microsoft Office formats) of the proposal as follows:**

Mail or Hand Deliver To:
Parking Authority of Baltimore City
General Counsel
200 W. Lombard Street, Suite B
Baltimore, MD 21201

Proposals will not be accepted after the date and time stated above. Incomplete proposals or proposals that do not conform to the requirements specified herein may not be considered.

You should note that pursuant to the Baltimore City Code, the PABC is not bound to comply with the general procurement regulations and procedures otherwise applicable to City agencies. Although this RFP has been drafted to reflect a typical procurement procedure, this format is for ease of consideration of proposals and to further a fair and impartial procurement process. The effect of any irregularities in this RFP, the proposals received, the review process and/or the award of a contract is within the sound discretion of the PABC and no rights or legal causes of action shall accrue to any Respondent as a result of this process. The PABC will recommend

award based on the proposal(s) that represents the “BEST VALUE” to the City as outlined in this RFP. Issuance of the RFP does not obligate the PABC or the City to award a contract, nor are the PABC or the City liable for any costs incurred by any Respondent in the preparation and submittal of proposals. The PABC retains the right to recommend award of all or parts of this contract to several Respondents, to not recommend any proposal, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the Respondent has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please submit written questions to: **General Counsel** at the Parking Authority of Baltimore City, 200 W. Lombard Street, Suite B, Baltimore, MD 21201. We look forward to receiving and reviewing your proposal.

Sincerely,

Peter Little, Executive Director
Parking Authority of Baltimore City

Car-Sharing Program

Request for Proposals, October 2006

I. INTRODUCTION

The Baltimore City Parking Authority, Inc., (“The Authority” or “PABC”) is a quasi-public, non-profit corporation, organized under the laws of the State of Maryland. Among other things, the PABC is responsible for the management of all City-owned parking assets, both on-street and offstreet, including garages, lots and curbside spaces. The PABC endeavors to understand developing parking technologies and services in order to implement programs designed to lessen parking demand, increase parking supply, create new opportunities, conveniences and advantages for the citizens of the City, and to generate revenue to the City.

The City has sustained growth in both its residential and commercial areas, with concentrations of rapid growth (and the inevitable congestion) in certain “pockets” or neighborhoods of the City. The PABC constantly explores and implements programs to address parking issues and congestion throughout the City and especially within the areas of growth where the demand for parking is the highest.

There are three primary transportation modes used by the citizens of the City: subway/light-rail trains, buses and personal cars. There are, however, needs for personal transportation that are not easily met with these primary modes. There is a need for the freedom of a personal car for citizens who are unable or unwilling to own a personal car in the City. Other cities in the United States have investigated and, in some instances, implemented car-sharing programs that, if implemented in Baltimore, could provide advantages and opportunities to the City and its citizens.

The PABC envisions developing a program and establishing a legal relationship with one or more private firms whereby the private firm would implement, market and manage the program, the PABC would provide on-street and/or off-street parking assets in furtherance of the program, and both the City and the private firm would participate in the net profits of the program and their efforts.

II. WHAT DO WE MEAN BY “CAR-SHARING”

A car-sharing program provides pre-approved members, be they individuals or organizations, with a fully automated, by-the-hour/day rental (such rental rates to include fuel, maintenance and insurance costs) fleet of cars, trucks and vans strategically placed throughout the City. These vehicles are available when the short-term use of a private vehicle is needed. For some, the program may stand as a complete replacement to private vehicle ownership and institutional fleet ownership/management. Car-sharing is like renting a car, but implemented through a program intended to:

- (1) increase availability of short-term transportation at an affordable cost;
- (2) strategically decentralize a fleet of well maintained, environmentally-friendly vehicles to an array of convenient locations throughout the City; and
- (3) increase public transit ridership and use of other transportation alternatives.

By meeting the gap in available transportation, car-sharing reduces the need for private vehicle ownership and, as a consequence, the demand for City parking. Additionally, a car-sharing program could provide an opportunity for the City to significantly reduce the costs associated with its own City fleet of vehicles by supplementing that fleet with an available car-sharing service.

For example, a regular transit commuter may have no choice but to drive their personal vehicle if they have an appointment of significant driving distance. Similarly, some citizens of the City cannot afford to own, maintain, park and insure a private vehicle in the City but still have an occasional short-term and/or sudden need for one. A car-sharing program may meet these needs by offering a decentralized, self-service fleet of vehicles (perhaps for rent by the hourly/daily/per mile or some other compensation) car-sharing allows people to ride public transit every day or to live in the City without owning their own vehicle.

III. WHAT ARE THE POSSIBLE CHARACTERISTICS/REQUIREMENTS OF THE CAR-SHARING PROGRAM AND YOUR PROPOSAL?

By this Request for Proposal (RFP), the PABC is interested in receiving proposals for development, implementation and management of all aspects of a City-wide car-sharing program. It is expected that this program will be specially tailored to meet the needs of the Citizens of Baltimore and to provide the most beneficial relationship possible between the selected operator(s) and the PABC/City. As this would be a new program to Baltimore, its scope and design is not predetermined; your proposal should be based on your research of the City, your analysis of the City's needs, your evaluation of the opportunity, and your firm's experience designing and implementing such a program in other, similar, settings.

A. Submission Requirements

There are a few predetermined requirements and/or restrictions of any car-sharing program proposed. Specifically, your proposal must incorporate and observe the following:

1. The program must serve all City communities in need of transportation options, including lower-income neighborhoods and communities;
2. The program will not create financial risks to, or burdens upon, the City or the PABC, and the operator must fully and unconditionally indemnify the City/PABC;
3. The program must be reasonably priced with that pricing guaranteed for some duration;
4. The program must compensate the City for towing expenses incurred (e.g. non-car-sharing vehicles towed from spaces reserved for the program) and like all City parkers, respect the rules and regulations of the thoroughfare and roadways; and
5. The program must include WBE/MBE opportunities at least sufficient to meet the requirements of the City's minority-participation program.

6. The Parking Authority anticipates entering into a two (2) year agreement with the selected vendor or vendors, with three (3) one-year options to extend at the sole discretion of the Parking Authority.

In addition to those other requirements and suggestions detailed throughout this RFP, your proposal should fully detail your firm's capabilities and experience in developing, implementing and managing a municipal car-sharing program. Your proposal should include a complete description of the car-sharing program you propose for the City (as its interests are explained in this RFP), how the entire system will be deployed and who is responsible for maintaining the various components. Your proposal should also include discussion of:

1. the nature of the proposed relationship between the operator and City;
2. how a customer would physically use the car-sharing program (i.e. how vehicles are obtained and used and how the cost to the customer is determined/paid);
3. how the program/revenue would be monitored/audited to ensure compliance with the agreed parameters of the program and the agreed profit-sharing;
4. how the program will utilize hybrid vehicles and other vehicles that comply with ultra-low emission standards as determined by the EPA;
5. the variety of vehicle types (i.e. sedans, vans, pick-up trucks) the program will include;
6. the maximum age/mileage of vehicles provided to the car-sharing program and the routine maintenance/replacement plan proposed;
7. the type, limits and exclusions of insurance to be provided both with regard to the car-share fleet vehicles and liability associated with use/ownership of those vehicles (minimally in those amounts and of those types detailed in Section IX below);
8. how the program would incorporate web-based reservation/payment utilities that are user friendly, allowing access to the program and credit card payment 24 hours a day, 7 days a week, 365 days a year;
9. how the operator and PABC will share access to all program related data in a format that suits the PABC and as "real time" as possible;
10. the formula(es) by which the operator and the City will determine allowable costs and share net profits;
11. the training of PABC employees you propose to provide; and
12. the public marketing of the program you propose to provide.

B. How does the City/PABC Expect to Participate?

The City is the owner of (and the PABC is the manager of) substantial on-street and off-street parking assets. As a participant in the car-sharing program, the City/PABC expect to provide up to seventy (70) on-street and/or off-street parking spaces for designation as car sharing "reserved spaces" throughout the City including areas of high parking demand such as:

- Fells Point;
- Little Italy;
- Mount Vernon;
- Federal Hill;
- Hampden;
- Central Business District; and
- areas around Penn Station.

The PABC enjoys extensive connections and relationships throughout the City and the surrounding metropolitan area. As a participant in the car-sharing program, the City/PABC expects to assist in the marketing/promotion of the program (perhaps including the hosting of roundtables, seminars and meetings) through its contacts with various Baltimore City & regional institutions and organizations including:

- Non-profit groups (i.e. Baltimore Development Corp., Downtown Partnership of Baltimore, Greater Baltimore Committee)
- Business groups (Neighborhood Merchants Associations)
- Hospitals (Johns Hopkins Hospital, University of Maryland Medical System, Mercy, Maryland General Hospital, Union Memorial Hospital, Sinai Hospital, Greater Baltimore Medical Center)
- Universities (Johns Hopkins University, University of Maryland, Loyola College, Morgan State University, Coppin State University, University of Baltimore); and
- resident/community groups.

To ease the initial stages of the program, the PABC may be able to guarantee a certain number of hours of program use by the Baltimore City Department of Transportation (BCDOT), and/or a certain number of hours of program use by PABC over some number of months, in the nature of fleet supplementary services. The PABC may be able to assist in linking a car-sharing program website to existing PABC, BCDOT and City websites. The PABC may be able to provide free or discounted advertising of the car-sharing program in various areas including perhaps at the designated on-street parking spaces, in City-owned garages, on other City property such as trash receptacles, bus stop shelters and the like. Further, the PABC would support and promote (and seek the support of others, including the BCDOT) any reasonable legislation intended to aid the program and its success in Baltimore City.

IV. WHAT ARE THE QUALITIES EXPECTED AND DISCLOSURES REQUIRED OF A RESPONDENT?

The PABC seeks a relationship with a well-established firm whose experience, current business and financial strength suggest that the operator will not only be able to meet all of its contractual requirements for the full duration of the contract, but that it also will be able to

develop, grow and establish a program that is forward in its vision, respected and appreciated in the community, and completely free of opportunities for improper influence or corruption. To that end, your proposal must include the following financial/corporate information:

1. audited financial statements for the past 3 years;
2. a complete narrative of your company history;
3. identification and description of any incident, in the last five (5) years, by which a contract with your firm was terminated for any reason whatsoever, including specification whether any such termination was “for cause” or “for default”; and
4. no less than three (3) references that you believe involve a significantly similar relationship to what you propose in response to this RFP;

Further, Respondents should anticipate and detail its proposed implementation of a technical support system. At a minimum, that technical support system should be readily serviced by a local office capable of handling responses within 30 minutes if the need should arise. In addition to phone support, the Respondent should expect to maintain an up-to-date web site with all necessary information readily available to the PABC.

V. MBE/WBE REQUIREMENTS

The goals of the Minority and Women’s Business Enterprises (“M/WBE”) Ordinance as established by the City’s Office of Minority and Women’s Business Opportunity (M/WBO) for the PABC are 17.0%-MBE and 9.0%-WBE of the total contract amount. Respondents will complete, and submit with their bid, their commitment to comply with the Baltimore City - Minority and Women’s Business Enterprises Program statement, and Statement of Intent completed by each MBE or WBE sub-contractor proposed for use (the forms of which are attached hereto as Exhibits 1 and 2. It is the responsibility of the Respondent to ensure that these documents are complete, and failure to submit the completed and compliant MBE/WBE statements may result in your proposal being rejected as “non-responsive.”

VI. EVALUATION AND SELECTION CRITERIA

An independent panel of review will evaluate the proposals. The process will include 3 phases - a Screening phase for initial review of the Proposals, followed by two phases of evaluation. The panel of review will select Proposals from the Phase 1 to move forward to Phase 2. The preferred Proposal/Respondent(s) will be selected based on the outcome of Phase 2. The following criteria will be considered, although not exclusively, in determining which proposal(s) is/are pursued.

A. Phase 1 - Screening

The PABC will screen each proposal according to the following criteria. Proposals that do not meet the criteria may, at the sole discretion of the PABC, be rejected as non-responsive.

1. Responsibility of the Respondent

The Respondent must be a person, firm or corporation that:

- has the willingness and ability to perform all aspects of the proposal/contract;
- assures delivery of all service and software within specifications contained in the RFP;
- has adequate service personnel to satisfy any service problems that may arise during all phases of the contract; and
- has the necessary facilities and financial resources to complete the contract within the anticipated timeframe.

2. Responsiveness of the Proposal

The proposals will be examined to determine and ensure that the Respondent has submitted the required documentation requested in this RFP and that proposed program, vehicles, service and software are responsive to the specifications and other requirements contained in this RFP.

B. Phase 2 - Evaluation and Ranking

Proposals that are passed on from the Screening phase will be evaluated by the review panel based upon their ability to meet the desired criteria and the particular aspects of each proposed program. Proposals will be evaluated and ranked based on the review panel's analysis of the proposals, consultation with the listed references and the Respondent's ability to articulate its proposed program and to detail its own capabilities, expertise, experience, and successes related to the criteria. The highest ranked Proposals, in such number as determined by the review panel, will go forward to Phase 3.

C. Phase 2 - Oral Presentation/Interview/Negotiations

Following the screening and evaluation in Phases 1 and 2, the review panel may elect, at its option, to invite any number of Respondents to give an oral presentation and interview of its proposal. The ranking of proposals, at that time, will not be communicated to the participating Respondents. An oral interview will consist of standard questions asked of each of the Respondents and specific questions regarding the specific proposal. Some or all of the Respondents, at the option of the review panel, may be requested to provide additional information or to make substantive changes to its proposal to meet the criteria of the RFP or to ease comparison to the other proposals. At its discretion, the review panel may engage in substantive negotiations with some or all of the Respondents and/or may ask for "best and final" offers from the presenting Respondents on which a final decision may be based. After any Phase 3 presentations, or provision of additional information, the Selection Committee may review and rescore the proposals.

In the sole discretion of the review panel, the Phase 3 evaluation process may be bypassed altogether, and the panel's recommendation may be based on the evaluation conducted in Phases 1 and 2.

The review panel will then make a recommendation to the PABC Board of Directors. Respondents must understand that the PABC Board of Directors is not bound to accept the recommendation of the review panel and may, instead, substitute its own judgment and select whatever proposal it deems most advantageous to the PABC and City and/or reject any or all proposals at its sole discretion.

VII. FINAL NEGOTIATIONS AND CONTRACTING

A. Negotiation of Final Agreement

The Respondent(s) selected by the PABC Board of Directors, shall cooperate with the PABC in good faith to promptly negotiate, execute and deliver the Final Contract document. The PABC shall draft the final Agreement and require the selected Respondent to attend a contract negotiation conference to discuss any and all possible revisions to the technical terms and conditions, pricing and any part of the proposal, as well as any additional provisions that may be added to the final Agreement, as required by the City and/or its agencies, by City ordinance, resolution or policy, by applicable federal or state laws, rules and regulations or by mutual agreement of the parties. Any contract will also require review and approval of the City's legal representatives prior to its submission for award approval.

B. Contract Award

The final Agreement will be submitted to the Baltimore City Board of Estimates for award approval. Approval of the Baltimore City Board of Estimates is a condition precedent required for any agreement, license or other transaction resulting from this RFP. Without such Board of Estimates approval, any negotiations and contract documents are null, void and of no legal consequence. Any amendment, modification, extension, supplemental agreements or subsequent contracts will also require approval of the Baltimore City Board of Estimates as a condition precedent.

C. Terms

During the evaluation and/or negotiation process, the PABC has the right to require any clarification or change it needs to understand the Respondent's approach to the program and its view of the scope of the work. Any changes to the proposal will be made before executing the contract and will become fully integrated into and a part of the final contract documents.

D. Conflict of Interest

In the sole judgment of the PABC, any and all proposals are subject to disqualification on the basis of a conflict of interest. The PABC/City may not contract with an operator if the operator or an employee, officer or director of the Respondent's

firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the PABC and/or the City who influences the making of the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **YOUR PROPOSAL MUST IDENTIFY ANY PERSON ASSOCIATED WITH THE FIRM THAT HAS A POTENTIAL CONFLICT OF INTEREST.**

IX. OTHER REQUIREMENTS

A. Insurance

1. The selected Respondent will be required to maintain general liability and auto insurance in the minimum amount of \$100,000.00 per occurrence/\$500,000.00 annual aggregate and excess umbrella insurance in the minimum amount of \$3,000,000.00 to cover any claims arising out of the performance of the contract and/or use of the car-sharing fleet vehicles. The general liability and automobile insurance must name The Mayor and City Council of Baltimore and the Baltimore City Parking Authority, as "additional insureds," and their respective elected/appointed officials, employees, and agents shall be covered, by endorsement.

2. The Respondent's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. To the extent of the Respondent's negligence, the Respondent's insurance coverage shall be primary insurance as respects the City and the PABC, and their respective elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City or the PABC's, their respective elected/appointed officials, employees, or agents shall not contribute with the Respondent's insurance or benefit the Respondent in any way.

3. Insurance coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the PABC. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.

4. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.

5. The Respondent shall furnish the PABC with a Certificate of Insurance" with a copy of the "additional insured" endorsement as verification that coverage is in force at least (10) days prior to the submission of the purchase order/contract to the Baltimore City Board of Estimates for approval. The City and the PABC reserve the right to require complete copies of insurance policies at any time.

6. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render the prospective Agreement null and void; provided, however, that no act or omission of the City or PABC shall in any way

limit, modify or affect the obligations of Respondent under any provision of the prospective Agreement.

B. Waiver of Subrogation

Neither Respondent, City, or PABC shall be liable to the other for having caused or contributed to any occurrence which gives rise to a casualty or claim required to be insured under the prospective Agreement. All policies of insurance to be obtained by the Respondent shall provide that any loss shall be payable notwithstanding any act or omission of the City, PABC or Respondent that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by the Respondent shall provide for (i.e., consent to) the waiver of subrogation against the City and PABC.

C. Indemnification

The Respondent will indemnify, defend, and hold harmless the City, the PABC, and their respective elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against the City, PABC, and/or their respective elected/appointed officials, employees, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Operator, its employees, agents, or volunteers, EXCEPT for activities caused by the sole negligent act or omission of the City, PABC, or their respective elected/appointed officials, employees, agents, and volunteers arising out of the prospective Agreement.

D. No Employment/Agency/Joint Venture/Partnership

Nothing contained in this RFP or in any eventual agreement/contract shall be construed to constitute or create any employment, agency, joint venture and/or partnership with the City or PABC. The Respondent is not, and shall not be, an agent, employee, joint venturer or partner of the City or PABC.

E. Worker's Compensation Insurance

A selected Respondent who employs 10 or more persons shall maintain workers' compensation insurance in accordance with state requirements.

F. Business License

A selected Respondent must apply for and obtain, prior to the execution of the final Agreement and at Respondent's sole expense, any business license required to comply with the applicable laws as related to this scope of work.

VII. SCHEDULE (dates are subject to change)

- ☐ Pre-Proposal Meeting November 3, 2006
- ☐ Written Questions Due from potential Respondents: November 7, 2006

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|--------------------------|--------------------------------------|-------------------|
| <input type="checkbox"/> | Addenda (if any) issued: | November 14, 2006 |
| <input type="checkbox"/> | Proposals due from potential bidders | November 30, 2006 |
| <input type="checkbox"/> | Anticipated Completion of Selection: | January 17, 2007 |

Thank you for your interest in working with the Baltimore City Parking Authority for this request. We look forward to receiving your proposal.